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GOVERNMENT OF INDIA
CHANDIGARH ADMINISTRATION

Notification

The 30th May, 2022

No. A-2/2022/Engg.Deptt/Group-A/RR/09.—In exercise of the powers conferred by the proviso to Article 309 of the Constitution of India and all other powers enabling him in this behalf, the President of India, hereby makes the following rules, to further amend the Sub Divisional Engineer, Executive Engineer and Superintending Engineer (Electrical) in Building and Road Wing, Engineering Department, Union Territory of Chandigarh Recruitment Rules, 2017 notified *vide* notification bearing No. A-2/2017/Engg.Deptt/Group-A/RR/15, dated 27.11.2017 and notification bearing No.A-2/2020/Engg.Deptt/Group-A/RR-Amendment/03, dated 24.06.2020 by the Ministry of Home Affairs, as namely :

Short Title and Commencement : (1) These rules may be called the Sub Divisional Engineer, Executive Engineer and Superintending Engineer (Electrical) in the Building and Roads Wing, Engineering Department, Union Territory of Chandigarh, Recruitment Rules (2nd Amendment), 2022.

(2) They shall come into force on the date of their publication in the official Gazette.

(3) In the Schedule annexed with the Sub Divisional Engineer, Executive Engineer and Superintending Engineer (Electrical) in Building and Road Wing, Engineering Department, Union Territory of Chandigarh Recruitment Rules, 2017, for the entries relating to the post of Executive Engineer (Electrical) at Serial No.2 of the said Schedule, the entries mentioned in the Schedule annexed with these rules, shall be substituted.

(4) Nothing in these rules shall affect the rules called "Sub Divisional Engineer, Executive Engineer and Superintending Engineer (Electrical) in Building and Road Wing, Engineering Department, Union Territory of Chandigarh Recruitment Rules, 2017 as notified *vide* notification bearing No. A-2/2017/Engg.Deptt/Group-A/RR/15, dated 27.11.2017 and notification bearing No.A-2/2020/Engg.Deptt/Group-A/RR-Amendment/03, dated 24.06.2020 except specifically provided in rule 3 hereinabove.

(Sd.) . . . ,

(DR.VIJAY NAMDEORAO ZADE), IAS,
Secretary Engineering,
Engineering Department,
Chandigarh Administration.

(663)

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Amendment of Notified Recruitment Rules for
 The Post of Executive Engineer (Electrical)
 Ministry : Chandigarh Administration
 Organisation : Engineering Department
 Department : Chandigarh Administration

SCHEDULE

1.	Name of the Post	Executive Engineer (Electrical)
2.	No. of Post	03* *(2022) Subject to variation dependent on work load
3.	Classification	General Central Services Non Ministerial Gazetted, Group 'A'
4.	Pay band and Grade Pay/Pay Scale	Pay Band-3 Rs. 15600- 39100 With Grade Pay Rs.7600/-
5.	Whether Selection or Non Selection Post	Selection Post
6.	Age limit for Direct Recruits	Not applicable
7.	Educational & other Qualifications required for Direct Recruits.	Not applicable
8.	Whether age & Educational Qualifications Prescribed for Direct Recruits will apply in the case of Promotees.	Age: Not Applicable Eq: Not Applicable
9.	Period of Probation, If any.	Not applicable
10.	Method of Recruitment whether by Direct Recruitment or by Promotion or by Deputation or Absorption &percentage of the vacancies to be filled by various methods	Method : Promotion failing which by Deputation including short-term contract. Percentage: 100%
11.	In case of Recruitment by Promotion or Deputation or Absorption grades from which Promotion or Deputation or Absorption to be made	Promotion : From amongst the Departmental Sub Divisional Engineer (Electrical) in Pay Band-3 of Rs..15600-39100 with Grade Pay of Rs.5400 with Degree in Electrical Engineering from a Recognized University or Institute with Ten years regular service in the grade; Note 1: The eligibility service for promotion shall be Eight years for persons holding the Post of Sub Divisional Engineers (Electrical) on regular basis on the date of Notification of these Rules i.e. on 27.11.2017. Note 2: The Sub Divisional Engineer (Electrical) having Degree of associate member of Engineers in Electrical Engineering (AMIE) from a Recognized University/ Institute, who were

enrolled for AMIE upto 31.05.2013 shall also be eligible for consideration for promotion.

Note 3: Where juniors who have completed their Qualifying / Eligibility service are being considered for promotion, their seniors would also be considered provided they are not short of the requisite Qualifying/Eligibility service by more than half of such Qualifying/ Eligibility service or two years, whichever is less and have successfully completed their probation period for promotion to the next higher grade alongwith their juniors who have already completed such Qualifying/Eligibility service.

Deputation (ISTC):

Officers under Central Government / State Governments/Union Territory Administrations/ Public Sector Undertakings / Recognized Universities/Recognized Research Institutions/ Autonomous Bodies/ Statutory Organizations:

- (a) (i) Holding analogous post on regular basis in the parent Cadre/Department; or
- (ii) with Five years service in the grade rendered after appointment thereto on a regular basis in posts in PB-3, Rs.15600-39100 with Grade Pay of Rs.6600/- or equivalent in the parent cadre or Department; and
- (b) possessing the following Educational Qualifications and experience:

Essential :

- (i) Bachelors Degree in Electrical Engineering from a Recognized University/Institute; and
- (ii) Ten years experience in Civil Engineering in Government Sector.

Desirable.

Masters Degree in Electrical Engineering from a Recognized University/ Institute.

Note 4: The candidates having Degree of Associate member of Engineers in Electrical Engineering (AMIE) from a Recognized University/ Institute, who were enrolled for AMIE upto 31.05.2013 shall also be eligible for consideration for deputation (ISTC).

Note 5 :

The Departmental Officers in the feeder category who are in the Direct line of

	<p>promotion will not be eligible for consideration for appointment on Deputation/ Absorption. Similarly Deputationists shall not be eligible for consideration for appointment by promotion.</p> <p>Note 6 :</p> <p>Period of deputation (ISTC) including period of deputation (ISTC) in another ex-cadre post held immediately preceding this appointment in the same or some other Organization/Department of the Central Government shall ordinarily not to exceed Four years. The maximum age limit for appointment by deputation (ISTC) shall not be exceeding 56 years as on the closing date of receipt of applications.</p> <p>Standard note :</p> <p>Not applicable</p>
12.	<p>If a Departmental Promotion Committee exists what is its composition</p> <p>Group 'A' Departmental Promotion Committee (for considering promotion):</p> <ol style="list-style-type: none"> 1. Chairman or Member of Union Public Service Commission (Chairman) 2. Adviser to Administrator U.T. of Chandigarh. (Member) 3. Secretary (Engineering), U.T., of Chandigarh. (Member) 4. Special Secretary (Personnel), Chandigarh Administration (Member) 5. Chief Engineer, U.T. Chandigarh (Member)
13.	<p>Circumstances in which Union Public Service Commission to be consulted in making Recruitment</p> <p>Consultation with Union Public Service Commission is Necessary while appointing an Officer on deputation (including short term contract).</p>

(Sd.) . . . ,

Chandigarh :
The 30th May, 2022.

(DR.VIJAY NAMDEORAO ZADE), IAS,
Secretary Engineering,
Engineering Department,
Chandigarh Administration.

**CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**

Notification

The 19th May, 2022

No. 13/1/9879-HII(2)-2022/7240.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award dated 12.04.2022 bearing reference No. 3/2017 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, U.T., Chandigarh between :

KAVITA W/O SHRI OM PARKASH R/O #262, BIR GHAGHAR GALI NO.2, CHANDI MANDIR, PANCHKULA, SINCE DECEASED THROUGH HER LEAGAL HEIRS :—

1. OM PARKASH- HUSBAND
2. KOMAL- DAUGHTER
3. JANAVI- DAUGHTER
4. ROHAN- SON. (Workman)

AND

1. TERRIER SECURITY SERVICE (INDIA) PRIVATE LIMITED, 1543/12, RANA KI HAWELI, KRISHNA MARKET, MANIMAJRA, CHANDIGARH- 160101 THROUGH ITS BRANCH MANAGER & MANAGER

HEAD OFFICE:- #583, VYALIKAVAL HBCS LAYOUT, 15TH MAIN ROAD, NAGAWARA VEERANNAPALYA ARABIC COLLEGE (POST), BANGALORE, 45 KARNATAKA, THORUGH ITS MANAGING DIRECTOR AND MANAGER.

2. INFOSYS LIMITED, PLOT NO.1, RAJIV GANDHI CHANDIGARH TECHNOLOGY PARK, CHANDIGARH- 160 0101 THOUGH ITS MANAGING DIRECTOR AND MANAGER.

HEAD OFFICE INFOSYS LIMITED, 44, INFOSYS AVENUE ELECTRONICS CITY, HOSUR ROAD, BANGALORE- 560 100 THROUGH ITS MANAGING DIRECTOR/ MANAGER (HEAD OFFICE). (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).
2. Case of the workman in brief is that she was selected & appointed by the management of M/s Terrier Security Services, Manimajra, Chandigarh with the approval of Head Office and M/s Infosys Limited, Rajiv Gandhi Chandigarh Technology Park, Chandigarh with the approval of Head Office with effect from 02.11.2013 as Lady Watchman. Her wages were fixed ₹ 10,270/- per month. She got her first wages after deduction of following amount :—

- a) ₹ 2,500/- for uniform charges
- b) ₹ 622/- for jacket
- c) ₹ 180 for sweater
- d) ₹175/- for SEZ card
- e) ₹ 50/- for employer identity card

The Branch Manager namely Shri Dev Raj Sharma, on behalf of management No. 2, assured that the deposited and deducted will be returned after completing six month service. After several requests for returning of above said amount the Branch Manager told that he had contributed the said amount to senior and the same cannot be refunded. There was no complaint towards her job and the management was entirely satisfied with her work & conduct. She was working under direct control and supervision of management No. 2. The wife of the owner of management No. 2 namely Mrs. Sudha Mutri had visited at Chandigarh and she had ordered to pay a sum of ₹10,000/- as education allowance for one child to each and every employee but Shri Dev Raj Sharma flatly refused to pay her education allowance. Shri Dev Raj Sharma and Shri Surjeet Singh, both are good friends and help each other in illegal activities like eve teasing etc. with female employees. Shri Dev Raj Sharma, Branch Manager started harassing the workman and another female employee namely Smt. Kiran Pal Kaur. She made a verbal complaint against Shri Surjeet Singh to Shri Dev Raj Sharma, to which he replied that she should satisfy Shri Surjeet Singh as he is her officer, otherwise she shall resign from the service. The workman saved herself tactfully from the harassment and had done work there only due to her poor family position. Even Smt. Jasbir Kaur had also made complaint against this type of mental as well as physical harassment to Women Police Station but under the influence of Shri Dev Raj Sharma, the police shown the matter settled on record. During the duty hours Shri Surjeet Singh gave a covered envelop to the workman for Smt. Megha, co-employee. Later on Smt. Megha came to know that it was love letter and she immediately made complaint to Shri Dev Raj Sharma but no action was taken by him. Thereafter Smt. Megha made another complaint to Shri Tushar Parmar - Security Manager of management No. 2, who called Smt. Megha and the workman as witness and after hearing he forwarded the complaint to Head Office. During the inquiry on the complaint, Shri Dev Raj Sharma told the workman that why she become witness in the complaint and gave her threat if she appears as witness and gave statement against him then she cannot work there. In the inquiry Shri Surjeet Singh was held guilty and he was terminated. Shri Dev Raj Sharma got angry with the workman and made plan to terminate her. The management had taken interviews to select the workman and after she cleared the interview she got appointed for M/s Infosys Limited, Rajiv Gandhi Chandigarh Technology Park. On 18.02.2016 the workman reported for duty but management refused to allow duty. The workman had made several verbal requests for allow her duty but the management did not hear any single request. The management had not issued any memo, charge sheet and not conducted any inquiry against illegal termination. The management had not paid or offered notice pay in lieu of notice or compensation to the workman. Job of the workman exists and junior workmen are retained in service. There is serious violation of Section 25-F, 25-G & 25-H of the ID Act and principles of natural justice. The management did not comply with the provisions of Article 14, 16 & 21 of the Constitution of India. This Court has the power and jurisdiction to investigate, enquire or adjudicate the dispute in accordance with Section 11, 14 & 15 read with Chapter III of the Industrial Disputes Act, 1947. Ultimately, it is prayed that the workman be reinstated into service with continuity of service, full back wages and all other applicable consequential benefits.

3. Management No.1 contested the case of the workman and filed written statement raising preliminary objection that as per the conditions mentioned in the appointment letter of the workman, she could have been transferred from one place to another place. On 18th February, 2016 the workman was informed that she has been transferred from Chandigarh Office to Jaipur Office and she will have to join the office at Jaipur within seven days and this letter was duly received by her without any objection. The husband of the workman was also present at the time of receiving the transfer letter, who started misbehaving with the officer and forcibly took the paper on which the workman put her signature of receiving the transfer letter. ON 19th February, 2016 notice was given to the workman by hand, which was duly received by her but instead of mentioning the date 19th February, 2016 the workman mentioned the date as 22nd February, 2016 on receiving the letter. The workman felt sorry and assured that she will return the documents which were taken by her husband. Again on 24th February, 2016, he workman admitted her guilt and requested the official not to transfer her from Chandigarh to Jaipur. On 25th February she called the official telephonically and threatened that if she was not taken back on duty then she will file the complaint before the police authority. On 26th February, 2016 the Branch Manager prepared and file the complaint against the workman and her husband. On 7th March 2016 a notice-cum-reminder was issued to the workman to join the services at Jaipur office, which was send through registered post but the same was received back unserved. Again the letter was sent on 19th March, 2016 on the address #262, Bir Ghaggar Gate No.2, Chandi Mandir, District Panchkula, Haryana, which was duly received by the

workman on 21th March, 2016. Thereafter the workman served a demand notice upon the Branch Manager on 28th March, 2016. Reply filed by management No.1 was duly received by her. Later on management No. 1 received a letter from the office of the Assistant Labour Commissioner, Chandigarh for conciliation proceedings. In the conciliation proceedings the workman orally agreed that she did not want to join the office and want her full & final settlement. A cheque for full & final amount of the workman was prepared but the workman refused to accept the same and requested to take her back in service. On merits, it is pleaded that the workman was appointed as Lady Security Guard with management No. 1 in November 2013 and initial wages of the workman was ₹ 8,330/- per month. No amount was taken from the workman at the time of appointment. Only ₹ 2,500/- was deducted from the wages of the workman over a period of ten months i.e. from November 2013 to August 2014 at the rate ₹ 250 per month as security amount, out of which ₹ 2,400 was refundable and ₹100 were to be deducted as administrative charges. ₹ 500/- for jackets in two installments of ₹ 250/-each were deducted in December, 2014 and January, 2015, ₹ 150 for Sweater were deducted in December 2013 and ₹150/- for SEZ card were deducted in June, 2014. The workman was not performing her duties with due diligence and have been orally warned a number of times. The workman is a frustrated lady and is levelling fake allegations against the officers just to get cancel her transfer letter. Smt. Kiran Pal Kaur is still working in the office of answering management and has no complaint against any one. Smt. Jasbir Kaur was a lady of bad character and she filed a complaint against Shri Dev Raj when she received the termination letter / order from G.M. from Gurgaon. The matter was enquired and nothing serious was found against Shri Dev Raj. A complaint was made and the same was sent to General Manager, who directed to give the same to Mr. Tushar and after holding inquiry Shri Surjeet was found guilty and the services of Shri Surjeet Singh were terminated by the management. The workman had cooked up a story just to get her transfer orders cancelled. The workman had admitted the inaction done by her husband and has put her signature on letter dated 19.02.2016 and somehow wrongly put the date 22.02.2016. Question of issuance of memo, charge sheet does not arise as the services of the workman were never terminated. The workman was transferred from Chandigarh office to Jaipur office and she never joined the office at Jaipur. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. Management No. 2 contested the case of the workman and filed written statement that the workman was selected and appointed by management No. 1. The answering management was having no role to play in the appointment of the workman. Shri Dev Raj Sharma is in no manner associated with the answering management and is a Branch Manager of management No. 1. The workman was not working under the direct control and supervision of answering management. The answering management is company engaged in providing global consulting and IT services to its customers and management No.1 is security services provider, whose functions include securing the premises of the answering management. Mrs. Sudha Murthy never issued orders to pay ₹ 10,000/-for education allowance for the children of each & every employee. At no point of time a single individual can take a decision on behalf of the entire company. Upon a complaint being made by Smt. Megha, although she was not within the direct control or supervision of the answering management but going by the Vishakha guidelines, the answering management had immediately taken up the matter before the Internal Complaints Committee (ICC), which, after thoroughly inquiring into the matter had recommended termination of service of Shri Surjeet Singh. The answering management is not aware of the alleged conduct of the workman and management No.1 as on February 18, 2006. Other averments of the case of the workman were denied and ultimately, is prayed that the claim of the workman be dismissed *qua* the answering management.

5. The workman filed replication reiterating the averments of her case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed by the then Presiding Officer :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief she is entitled to, if any ? OPW
2. Relief.

6. In support of the case, the workman examined himself as AW1. During the pendency of the present industrial dispute, the workman expired and application for impleading the legal heirs of the deceased

workman was filed, which was allowed *vide* order dated 19.12.2019. Thereafter Shri Om Parkash - Husband of the deceased workman stepped into the witness box as AW2 and closed the evidence. On the other hand, management No.1 examined Shri Devender Singh - Field Manager as MW1 and management No.2 examined Shri Puneet Randhawa - Senior Regional Head (Facilities) as MW2. Learned representatives for management No. 1 and 2 closed the evidence.

7. I have heard the learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows :—

Issue No. 1 :

8. Onus to prove this issue was on the workman and to discharge the same learned representative for the workman examined the workman as AW1, who deposed that she was selected and appointed by management No.1 with the approval of Head Office and M/s Infosys Limited, Chandigarh with the approval of head office with effect from 02.11.2013 as Lady Watchman and her wages were fixed ₹ 10,270/- per month. At the time of her appointment, the management No.1 has taken ₹ 2,500/- from her. She got her first wages after deduction of ₹2,500/- for uniform charges, ₹622/- for jacket, ₹180 for sweater, ₹ 175/- for SEZ card and ₹50/- for employer identity card. The Branch Manager namely Shri Dev Raj Sharma on behalf of management No.1 assured that the deposited and deducted amount will be returned after completing six months service but after several requests for return of amount he told that he contributed the said amount to senior and the same cannot be refunded. She further deposed that there was no single complaint against her and the management was entirely satisfied with her work & conduct. She was in direct supervision of management No. 2. The wife of owner of M/s Infosys namely Mrs. Sudha Mutri had visited at Chandigarh and she had ordered to pay a sum of ₹10,000/- for education allowance of one child to each & every employee but despite various requests to Shri Dev Raj Sharma no benefit was given to her.

9. She further deposed that Shri Dev Raj Sharma, Branch Manager started harassing her and another female employee namely Shri Kiran Pal Kaur On the other hand, Smt. Jasbir Kaur and Shri Surjeet Singh both started to harass Smt. Megha so she made complaint against both of them to Shri Dev Raj Sharma. She belongs to poor family and due to poor financial condition she accepted all the illegal activities and harassment by Shri Dev Raj Sharma and saved herself tactfully from the harassment. She had also made complaint to Women Police Station but under the influence of Shri Dev Raj Sharma, the complaint was not entered. She also deposed that Smt. Megha made a complaint to Shri Dev Raj Sharma against Shri Surjeet Singh but he scouted on the complaint and no action was taken against him. Smt. Megha made another complaint to Shri Tushar Parmar - Security Manager of management No.2, who called Smt. Megha and herself as witness after hearing forwarded the complaint to Head Office. Shri Surjeet Singh was held guilty and he was terminated. Shri Dev Raj Sharma got angry with herself and made plan to terminate herself. Shri Dev Raj Sharma on behalf of management No.1 issued baseless letter and imposed false & fabricated allegations against herself. On 18.02.2016 she reported for duty but the management refused to allow duty and even to enter in the premises of the company.

10. She further deposed that the management had not issued any memo, charge sheet and not conducted any inquiry against illegal termination. The management had not paid or offered notice pay in lieu of notice or compensation to her. Her job exists till date and junior workmen are still in service. The management verbally terminated her services and had neither offered nor paid any type of financial benefits nor assured re-employment to her.

11. The workman was only cross-examined by management No.2 and later on the workman expired during the pendency of the present industrial dispute and her legal heirs were impleaded as party and Shri Om Parkash - Husband of the workman examined himself as AW2, who deposed that the workman has expired on 09.07.2019 and left behind his husband and three children. The legal heirs are the beneficiary of deceased workman. The management had deducted PF and ESI contribution and as per record, he is nominee, being husband of the deceased workman.

12. Learned representative for the workman has argued that the workman was working with the management from 02.11.2013 and was getting salary of ₹10,270/- per month. The dispute arose between the parties in the year 2016 when one of the employee Smt. Megha made complaint for sexual harassment against one of the employee namely Shri Surjeet Singh. In the complaint of Megha the workman was witness to the complainant. It is further argued that for this reason the workman was targeted by the management. On 18.02.2016 she was not allowed to enter the premises of the company and was informed that her services were terminated. Then the workman approached the Assistant Labour Commissioner-cum-Conciliation Officer, Chandigarh where the matter could not be settled. It is further argued that the workman died due to cardiac attack and it was total 42 months fight of the workman against the management. So the workman is entitled for salary along with interest of 42 months and 9% interest on total salary totaling ₹5,85,991/-. He has placed reliance on case titled **Rajasthan State Transport Corporation, Jaipur Versus Sri Phool Chand, Civil Appeal No.1756/2010 decided by the Hon'ble Supreme Court.**

13. On the other hand, learned representative for management No.1 examined Shri Devender Singh - Field Manager as MW1, who deposed that the workman was appointed as Lady Security Guard on 02.11.2013 at Infosys Chandigarh and as per conditions mentioned in the appointment letter, the workman could have been transferred from one place to another place. He proved the copy of appointment letter as Exhibit 'R1'. On 18th February, 2016 the workman was informed that she has been transferred from Chandigarh office to Jaipur office. Letter of transfer was duly received by the workman without any objection but the husband of the workman, who was also present, at the time of receiving the transfer letter started misbehaving with the officer and forcibly took the papers on which the workman put her signature of receiving the transfer letter. On 19th February, 2016, notice was given to the workman by hand to remain present in the office to feel sorry from the officer with whom her husband misbehaved. Letter was duly received by the workman but instead of mentioning the date as 19th February, 2016 the workman mentioned the date as 22nd February, 2016 on receiving of letter. The workman felt sorry and assured that she will return the documents, which were taken by her husband. Again on 24th February, 2016 the workman admitted her guilt and requested the officials not to transfer her from Chandigarh to Jaipur. He proved the copies of the same as Exhibit 'R2' & 'R3'.

14. He further deposed that on 25th March, 2016 the workman the official and threatened that if she is not taken back on duty then she will file the complaint before the police authority. On 25th March, 2016 the Branch Manager filed complaint to SSP / SHO against the workman and her husband. Copy of the complaint is Exhibit 'R4'. He also deposed that on 7th March 2016 a notice-cum-reminder was issued to join the services at Jaipur office, which was sent through registered post and the same was received back unserved. Again letter was sent on 19th March, 2016 on the address of Chandi Mandir, District Panchkula, Haryana which was duly received by the workman. Copy of the notice-cum-reminder is Exhibit 'R5'. Thereafter the workman served a demand notice upon the Branch Manager on 28th March, 2016, which was duly replied and received by the workman. Copy of the reply is Exhibit 'R6'. Then management No.1 received letter from the office of the ALC, Chandigarh for cancellation proceedings, during which the workman orally agrees that she did not want to join the office and want her full & final settlement. A cheque of full & final amount of the workman was prepared but the workman refused to accept the same and requested to take her back on service. The services of the workman were never terminated rather she was transferred from Chandigarh office to Jaipur office so question of taking her back on duty never arise. Copy of the cheque is Exhibit 'R7'.

15. Learned representative for management No.1 has argued that the workman has not approached the court with clean hands. As per the conditions mentioned in the appointment letter she could have been transferred from one place to another. She was never terminated rather when the transfer order was handed over to the workman, her husband misbehaved with the officer and forcibly took the papers on which the workman had put her signature in token of receiving the transfer letter. It is further argued that on 24th February, 2016 the workman admitted his guilt and requested the officials not to transfer her from Chandigarh to Jaipur. Then on 25.02.2016 the workman telephonically threatened the official that if she is not taken back on duty then she will file the complaint before the police authority. On 25.02.2016 the Branch Manager also filed the complaint to SSP against the workman and her husband. On 7th March, 2016 reminder was issued to the workman to join the duty at Jaipur office M/s Terrier Security Services through registered post but the same

was received unserved. It is further argued that the workman levelled fake allegations against the official just to cancel her transfer order. The services of the workman were never terminated. He prayed for dismissal of the claim of the workman.

16. Learned representative for management No.2 examined Shri Puneet Randhawa - Senior Regional Head - Facilities as MW2, who deposed that M/s Infosys Limited is a company incorporated under the Companies Act, 1956 and the Board of Director in their meeting held on 04.12.2014 resolved that Shri Suresh Shenoy, shall, *inter alia*, be authorized to appear and sign pleadings on behalf of the company. Extract of resolution passed by Board of Directors is Exhibit 'R2/1'. Management No. 2 is a company engaged in providing global consulting and IT services to its customers and management No.1 happens to be a security service provider, whose functions includes keeping the premises secure. Management No.1 is free to employ its own personnel and depute them in the premises of management No. 2. Copy of contract agreement is Exhibit 'R2/2'. Management No. 2 has no role in the appointment of the workman. Shri Dev Raj Sharma is in no manner associated with management No.2 and is Branch Manager of management No. 1. The workman was not working under the direct control and supervision of management No. 2. Management No. 2 is a proprietorship concern and no single person can take unilateral decision so Mrs. Sudha Murthy cannot issue orders to pay ₹10,000/- for education allowance. He further deposed that upon a complaint being made by Smt. Megha, although she was not within direct control or supervision of management No. 1, however, going by the Vishakha guidelines, management No.2 had immediately taken up the matter before the Internal Complaints Committee, which thoroughly inquired into the matter had recommended termination of service of Shri Surjeet Singh i.e. the delinquent employee. Copy of the proceedings is Exhibit 'R2/3'.

17. Learned representative for management No. 2 has argued that there is no employer-employee relationship between the workman and management No. 2. The management had duly proved the agreement Exhibit 'RW2/2'. Management No.2 has no role in employment of the workman. So management No. 2 has not commented about the attitude of the workman. As management No.1 is security service provider whose functions includes securing the premises of M/s Infosys and management No.1 is free to employ its own personnel with M/s Infosys Limited as per terms of the contract. The services of the workman were never terminated by management No.2. He prayed for dismissal of the claim of the workman qua management No .2

18. After giving my careful consideration to the rival contentions of both the sides, I find that it is nowhere denied that the workman was appointed as Lady Security Guard on 02.11.2013 at Infosys Chandigarh and appointment letter was issued by management No.1. Bare perusal of the appointment letter reveals that a specific note was given in the appointment order "**Note: You are appointed to work on contractual basis for the duration of the contract. You are liable for retrenchment on termination / non-renewal of contract. You are also liable for transfer from one contract to another as per the requirement of the management at any place where the contract / requirement exists.**". In the present case, learned representative for the workman is alleging that on 18.02.2016, the workman was refused to allow duty and to enter the premises of the company and the management had not issued any memo, charge sheet and conduct any inquiry as the workman had no fault. But in order to prove it's the workman proved registered postal receipts Exhibit 'W1' whereas the husband of the deceased who appeared as AW2 proved the photocopy of Adhaar card and voter card of the workman Exhibit 'A1' & 'W2', copy of his adhaar card Exhibit 'A3', copy of ration card Exhibit 'A4', marriage photographs of the workman Exhibit 'A5' & 'A6' and copy of death certificate of the workman Exhibit 'A7'. On the other hand, the management had proved on record copy of appointment order of the workman Exhibit 'R1', notice dated 19.02.2016 Exhibit 'R2' in which the facts about her transfer is mentioned and the workman requested the official not to transfer her and she felt sorry on behalf of her husband. Her signature appended at encircled point 'A'. Although her husband denied her signature during the cross-examination but documents proved on record by management No.1 i.e. reminder-cum-posting order dated 07.03.2016

Exhibit 'R5' sent through registered cover and the copy of complaint made to the Senior Superintendent of Police and Station House Officer against the workman and her husband Exhibit 'R4' in which whole incident has been narrated regarding misbehavior of husband of deceased workman. Moreover, from the cross-examination of AW2 Om Parkash it is crystal clear that he has admitted that he had accompanied his wife at the time of giving transfer letter. Although he was denying that he ever misbehaved with Dev Raj Sharma, the official of the management at the time of giving of transfer letter. He had also stated that he did not know whether his wife had received the transfer letter from the office or not.

19. Hence, from the oral as well as documentary evidence one thing is crystal clear that the workman has been transferred by management No.1 but despite reminders she had not joined her duties at new place of posting and note is given in the appointment letter that the contractual employee can be transferred from one place to another so it is not a case of termination rather it is the case of not joining the duties on transfer. Management No.1 has right to send the employee from one place to another as per requirement of the management where contractual / requirement exists. So plea of the learned representative for the workman that the workman was terminated by the management as she has given her statement as witness in favour of her co-employee does not inspire the confidence as there is no *iota* of evidence regarding the plea taken by the workman rather it is proved on record file that the workman was contractual employee with the management No.1 and management No.1 is the principal employer where the workman was working till 18.02.2016 so management No.2 has no role to play with regarding to transfer of the workman as there is no direct relationship of employer and workman between management No.2. The workman was simply transferred and had not been terminated. Moreover, the workman had already been expired and the present case is being contested by the legal heirs of the deceased workman. As per evidence on record, the workman had not joined at new place of posting and she was never been terminated. Hence, the workman is not entitled for any relief, as claimed. Accordingly, this issue is decided against the workman and in favour of the management.

Relief :

20. In the light of findings on the issue above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . .,

The 12th April, 2022.

(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

Secretary Labour,
Chandigarh Administration.

CHANGE OF NAME

I, Nirmal Kumar, S/o Mangu Ram, # 1112/1, Morigate Manimajra, Chandigarh, have changed the name of my minor son from Tarunveer Singh to Taranveer Singh.

[440-1]

I, Sunil, S/o Subhash Chand, R/o 2617, Phase 2, Ramdarbar, Chandigarh, have changed my name to Sunil Kumar.

[441-1]

I, Priyanka Devi *Alias* Prinka, W/o Shyam Sunder Chaubey, R/o Shiv Shakti Mandir, Sector 30-B, Chandigarh, have changed my name to Priyanka Devi.

[442-1]

I, Shyam Sunder, S/o Butan Chaubey, R/o Shiv Shakti Mandir, Sector 30-B, Chandigarh, have changed my name to Shyam Sunder Chaubey.

[443-1]

I, Surinder, S/o Niranjan Lal, R/o 2119, Bhaskar Colony, Sector 25, Chandigarh, have changed my name from Surinder to Surinder Sharma.

[444-1]

I, Deepak Kumar, S/o Bala Ram, # 2099/1, Sector 44-C, Chandigarh, changed my name Deepak Sharma.

[445-1]

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."